



State of Delaware
Department of Human Resources
Statewide Benefits Office

STATE EMPLOYEE BENEFITS COMMITTEE

**Request for Proposal for
Health Data Warehouse Services**

RFP Release Date – August 3, 2020

**Intent to Bid Due –
Wednesday, August 12, 2020 by 1:00 PM ET**

**Proposals Due –
Friday, August 28, 2020, by 1:00 PM ET**

DHR21003-HDW

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I. Introduction

On behalf of the State of Delaware, the State Employee Benefits Committee (SEBC) is seeking proposals to provide Health Data Warehouse services for the Group Health Insurance Plan (GHIP). The GHIP provides medical and prescription drug benefits to approximately 129,000 active and retired employees of the State of Delaware and their dependents, including approximately 16,000 employees, retirees and their dependents from non-State groups that are allowed to participate in the GHIP according to Delaware Code (e.g., municipalities, local fire departments). For complete information about the State's benefit programs, please go to www.de.gov/statewidebenefits.

Public notice has been provided in accordance with 29 Del. C. § 6981. This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

Important Dates (A full timeline is included in Section I.B.)

Contract Effective Date	July 1, 2021
RFP Release Date	Monday, August 3, 2020
Intent to Bid	Wednesday, August 12, 2020 by 1:00 p.m. ET (Local Time)
Questions Due from Vendors	Friday, August 14, 2020 by 1:00 p.m. ET (Local Time)
Proposal Submissions Due	Friday, August 28, 2020 by 1:00 p.m. ET (Local Time)

A. Background and Overview

The SEBC is co-chaired by the Director of the Office of Management and Budget (OMB) and the Secretary of the Department of Human Resources (DHR). The Committee is comprised of the Director of the Office of Management and Budget, the Secretary of the Department of Human Resources, the Insurance Commissioner, the Chief Justice of the Supreme Court, the State Treasurer, the Controller General, the Secretary of the Department of Health and Social Services, the Lieutenant Governor, and the Executive Director of the Delaware State Education Association or their designees. The Statewide Benefits Office (SBO) is a division within the DHR that functions as the administrative arm of the SEBC responsible for the administration of all statewide benefit programs with the exception of pension and deferred compensation benefits. These programs include, but are not limited to, health, prescription drug, dental, vision, disability, life, flexible spending accounts, wellness and disease management programs, pre-tax commuter benefits, employee assistance program, third-party network of surgeons of excellence and

supplemental critical illness and accident benefits. Not all members of the GHIP are eligible for participation in all of the benefit programs.

The SBO administers the Group Health Insurance Plan (GHIP), which is self-insured by the State. Eligible participants include active and retired State employees from State agencies, school districts, charter schools, Delaware State University and Delaware Technical Community College, as well as employees of non-State groups (i.e., towns, fire companies, the University of Delaware), and COBRA participants and their enrolled dependents. By statute, employee unions cannot negotiate for benefits, therefore there are no union-specific, alternative plan designs for the PPO, HMO, CDH Gold or First State Basic medical plans or the prescription drug benefit plan. Plan participants are primarily located within the State of Delaware, although a small number of participants reside in other states and countries. There are multiple employer units and non-payroll groups located in three counties throughout the State, with each exercising a high degree of independence. The plan year for the GHIP begins on July 1 and coincides with the State's fiscal year.

Today, the State has contracted with Highmark Delaware and Aetna to administer the medical portion of the GHIP and with Express Scripts (ESI) to administer pharmacy benefit management (PBM) services. The health management programs are provided through Highmark Delaware, Aetna and Aetna's subcontractor, CareVio¹. The State will be marketing the medical plan (excluding pharmacy but including health management) during the spring of calendar year 2021 for a July 1, 2022 contract effective date and is currently marketing the pharmacy benefits administration for a July 1, 2021 contract effective date for the Commercial population (non-Medicare enrolled) and a January 1, 2022 contract effective date for the EGWP² population (Medicare enrolled). The State reserves the right to change its medical third-party administrators and/or PBM at any point during the term of its contract.

The SEBC is seeking a health data warehouse vendor to store data related to the State's medical, health management and pharmacy claims. The claims data feeds (which include health management program participation) to the incumbent data warehouse vendor are provided by Highmark Delaware, Aetna, CareVio and ESI on a monthly basis. Eligibility data is provided to the data warehouse vendor by Highmark Delaware and Aetna, since the State does not maintain a single system of record for medical benefits eligibility.

In the future, the State may decide to incorporate additional non-claims data elements within the existing medical file feeds such as value-based/pay-for-performance fees paid to medical providers and/or biometric values; the State may also want to incorporate data from other non-medical programs into the data warehouse, including but not limited to: disability, workers compensation, dental or vision.

The incumbent data warehouse vendor currently provides the State with an onsite, dedicated analytic resource who works exclusively with the SBO to support the State's ongoing and ad hoc reporting needs. While the State holds several licenses for direct access to the data warehouse for SBO employees and/or its consultant designee, they are not currently being utilized. Instead, all reporting needs are directed through the onsite, dedicated analytic resource. The selected bidder

¹ CareVio is a health management program administered by a Delaware-based hospital system, Christiana Care, for Aetna HMO plan participants.

² EGWP (Employer Group Waiver Plan) is a group Medicare Part D prescription drug plan offered to retirees.

in this RFP process will provide the State with a dedicated analytic resource who will either be located onsite at the SBO or within driving distance of the SBO for frequent onsite meetings with SBO employees. This dedicated analytic resource will remain an employee of the selected bidder’s organization but will observe the State of Delaware’s holiday schedule. Additional details about this dedicated analytic resource are provided in Section III. Proposal Objectives and Scope of Services.

Bidders will also be evaluated on the level of account management support that will be provided to the State. Proactive account management is of critical importance to the State. Additional details about the State’s expectations of its assigned account management are provided in Section III. Proposal Objectives and Scope of Services.

Finally, the SEBC is strongly focused on educating all GHIP participants on how to become more informed health care consumers. In support of this effort today, the State utilizes an online decision support tool provided by the incumbent data warehouse vendor to supply GHIP participants with information on estimated total out-of-pocket costs (based on prior medical/Rx claims and utilization) to help plan participants select a medical plan option during Open Enrollment. While the State recognizes that it is not industry standard practice for data warehouse vendors to provide such decision support tools to plan participants, if the selected bidder does not maintain its own decision support tool, then as a minimum requirement, the State expects the selected bidder to provide a claim data extract file to a third party of the State’s choosing that offers a such a tool. The State understands that elements of the data file would be subject to the requirements of the third party’s decision support tool and would likely include allowed cost and out-of-pocket expenses aggregated for individual participants and their families.

B. Timetable/Deadlines

The following timetable is expected to apply during this RFP process:

Event	Target (Eastern Time)
RFP Released	Monday, August 3, 2020
Intent to Bid	Due by Wednesday, August 12, 2020 1:00 p.m.
Questions due to SBO from Confirmed Bidders	Due by Friday, August 14, 2020, 1:00 p.m.
Responses to Questions to Confirmed Vendors	By Friday, August 21, 2020, 5:00 p.m.
Deadline for Bids	Due by Friday, August 28, 2020, 1:00 p.m.
Bidder Technology Demonstration ³	September 21, 2020

³ The SEBC will require each of the bidders to demonstrate their data analytics capabilities to the SBO, which will be considered in the finalist determination. Normally this demonstration would be required in-person in Dover, Delaware (at the expense of the proposing firm); however, it will likely be allowed by webinar.

Event	Target (Eastern Time)
Notification of Finalists - Invitation to Interview	End of September, 2020
Finalist Interviews ⁴	Mid-October, 2020
Contract Award	Mid-December, 2020 or mid-January, 2021
Implementation	February – June, 2021
Contract Effective Date	July 1, 2021

C. Evaluation Process

1.0 Proposal Review Committee

The Proposal Review Committee (PRC) will review all proposals submitted that meet the requirements of the RFP. The PRC shall be comprised of representatives from each of the following offices:

- Department of Human Resources
- Office of Management and Budget
- Controller General’s Office
- Department of Health and Social Services
- State Insurance Commissioner’s Office
- State Treasurer’s Office
- Chief Justice of the Supreme Court
- Lieutenant Governor’s Office
- Executive Director of the Delaware State Education Association

The SBO shall determine the firms that meet requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. § 6981 and 6982. The PRC reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information the PRC may deem necessary to make a decision. The PRC shall interview at least one (1) of the qualified firms.

⁴ The SEBC will require each of the finalists to make a presentation. Though the interviews are normally required to be in-person in Dover, Delaware (at the expense of the proposing firm), they may be conducted by webinar. The presentation will require a demonstration of your data warehouse capabilities.

The minimum requirements are mandatory. Failure to meet any of the minimum requirements in the RFP may result in disqualification of the proposal submitted by your organization.

The SEBC will not respond to a question in the question and answer process that asks whether or not a bid would be disqualified if the vendor does not meet a specific minimum requirement. The bid must be submitted and then analyzed in its entirety.

The PRC shall make a recommendation regarding the award of contract to the SEBC who shall have final authority, in accordance with the provisions of this RFP and 29 Del.C. §6982, to award a contract to the winning firm or firms as determined by the SEBC in its sole discretion to be in the best interests of the State of Delaware. The SEBC may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The SEBC reserves the right to reject any and all proposals. Pursuant to 29 Del. C. § 6986, the SEBC may award a contract to two or more vendors if the SEBC determines that it is in the best interest of the State. However, it is the intention of the SEBC to award one contract.

2.0 Evaluation Criteria

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the PRC to evaluate proposals.

Topic	Points Awarded	Description / Examples
Financial Proposal	20 points	<ul style="list-style-type: none"> • Competitive financial proposal for requested services as detailed in the RFP. • Willingness to guarantee performance of the requested scope of services. • Willingness to offer credits to offset the costs associated with implementation (if applicable).
Experience and Qualifications	15 points	<ul style="list-style-type: none"> • Extensive experience administering the requested scope of services with clients of similar size and complexity. • Experience and expertise in the management of all program data types required by the State (eligibility, medical, health management, prescription drug), including the quality review protocols for the file feeds that correspond to those data types. • Has outstanding references that demonstrate an ability to meet the State’s needs.

Topic	Points Awarded	Description / Examples
Robust Tools and Analytic Resources	35 points	<ul style="list-style-type: none"> • Analytic capabilities for reviewing the possible effects of plan design and program changes in medical and prescription drug benefits, trend management strategies, savings opportunities, improved claims and/or financial management of the GHIP and proposed changes in federal and state statutes. • Ability to provide reporting and dashboard views of analytics including customizations based upon the State’s needs. • Ability to provide analytical capabilities that support overall financial management of the GHIP (for both the State and plan participants) and promote health care consumerism (either directly via a decision support tool or indirectly via a data extract file to a third-party providing such a tool). • Ability to benchmark GHIP plan experience against a variety of state, national and book-of-business metrics such as cost, risk, disease prevalence, preventive care, and quality/safety (i.e., NCQA, CMS, Leapfrog Group).
Account Management	25 points	<ul style="list-style-type: none"> • Experienced designated resources (e.g., account manager, implementation manager) to the State’s account for implementation and ongoing account management. • Demonstrated ability by account management personnel for ease of access, responsiveness, ability to complete projects within required timeframes, problem solving expertise and initiative in proactively suggesting data analytics that would be helpful to the SEBC. • Plan for recruiting, hiring and training the dedicated analytic resource (e.g., is realistic, minimizes time between data warehouse go-live and the analytic resource’s readiness to start supporting the State, outlines training expectations).
Responsiveness	5 points	<ul style="list-style-type: none"> • Compliance with the submission requirements of the bid including format, clarity, conformity, realistic responses, and completeness. • Responsiveness to requests during the evaluation process.
Total	100 points	

It is the proposing firm's sole responsibility to submit information relative to the evaluation of its proposal and the SEBC is under no obligation to solicit such information if it is not included with the proposing firm's proposal. Failure of the proposing firm to submit such information in a manner so that it is easily located and understood may have an adverse impact on the evaluation of the proposing firm's proposal.

The SEBC will use the information contained in each bidder's proposal to determine whether that bidder will be selected as a finalist and for contract preparation. The proposal the SEBC selects will be a binding document. As such, the SEBC will expect the proposing firm to honor all representations made in its proposal.

The proposals shall contain the essential information for which the award will be made. The information that is required in response to this RFP has been determined by the SEBC and the PRC to be essential in the evaluation and award process. Therefore, all instructions contained in this RFP must be met in order to qualify as a responsive contractor and to participate in the PRC's consideration for award. Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the PRC.

3.0 RFP Award Notification

The contract shall be awarded to the vendor whose proposal is determined by the SEBC to be most advantageous, taking into consideration the evaluation criteria set forth in the RFP. The SEBC is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score. Rather the contract will be awarded to the vendor whose proposal is determined by the SEBC to be the most advantageous. The award is subject to the appropriate State of Delaware approvals. After a final selection is made, the winning vendor will be invited to enter into a contract with the State; remaining vendors will be notified in writing of their selection status.

4.0 Award of Contract

The final award of a contract is subject to approval by the SEBC. The SEBC has the sole right to select the winning vendor for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP. Notice in writing to a vendor of the acceptance of its proposal by the SEBC and the subsequent full execution of a written contract will constitute a contract and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

D. Confidentiality of Documents

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. The content of all proposals is subject to FOIA’s public disclosure obligations. However, there shall be no disclosure of any vendor’s information to a competing vendor or in fulfillment of a FOIA request during the bidding and contract development process.

Organizations are advised that when the contract has been fully executed the contents of the proposal and terms of the contract, including administrative fees, will become public record and nothing contained in the proposal or contract will be deemed to be confidential except the proprietary information. If your bid contains the phrase “confidential and proprietary” or simply the word “confidential” on each page, such status will not automatically be granted.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

In order to allow the State to assess a vendor’s confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information. Fees or premiums are only considered confidential and proprietary during the bid evaluation process.

If you are providing any information you declare to be confidential or proprietary for the purpose of exclusion from the public record under 29 Del. C. ch. 100, Delaware Freedom of Information Act, you must follow the directions for submission outlined below and within Section II.C., Submission of Proposal.

The confidential business information must be submitted as one electronic pdf copy as follows:

- 1) A letter from the vendor’s legal counsel describing the information in the attached document(s) and representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002. The letter must briefly state the reason(s) that the information meets the said definitions. (See Section II.C., Submission of Proposal, for detailed instructions.)
- 2) Copies of the non-redacted pages with that information must be in the same pdf behind the letter.

A vendor's determination as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

The State is not responsible for incorrect redactions or reviewing your submission to determine whether or not any information asserted as confidential and proprietary is redacted. Mistakes in redactions are the sole responsibility of the bidder.

II. Terms and Conditions

A. Proposal Response Requirements

1. **Conformity** – Your proposal must conform to the requirements set forth in this RFP. The SEBC reserves the right to deny any and all exceptions taken to the RFP requirements. By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, appendices, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.
2. **Concise and Direct** – Please provide complete answers and explain all issues in a concise, direct manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. Please do not refer to another answer if the question appears duplicative, but respond in full to each question. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. **“Will discuss” and “will consider” are not appropriate answers, nor is a reference to the current contractual terms by an incumbent.** All information requested is considered important. If you have additional information you would like to provide, include it as an exhibit to your proposal. If your organization is an incumbent, please reply with a full explanation to every question since the review committee may not be familiar with the current contract or your services.
3. **Realistic** – It is the expectation of the SEBC that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within their proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs including the impact of inflation and any economic or other factors that are reasonably predictable. The State of Delaware shall bear no responsibility or increased obligation for a vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
4. **Completeness of Proposal** – The proposal must be complete and comply with all aspects of the specifications. Any missing information could disqualify your proposal. Proposals must contain sufficient information to be evaluated and, therefore, must be complete and responsive. Unless noted to the contrary, we will assume that your proposal conforms to our specifications in every way. The SEBC reserves full discretion to determine the competence and responsibility, professionally, and/or financially, of vendors. Failure to respond to any request for information may result in rejection of the proposal at the sole discretion of the SEBC.
5. **Discrepancies, Revisions and Omissions in the RFP** – The vendor is fully responsible for the completeness and accuracy of their proposal and for examining this RFP and all

addenda. Failure to do so is at the sole risk of the vendor. **Should the vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or terms not appropriate to the services requested in the Scope of Services or Minimum Requirements** the vendor shall submit a notification via ProposalTech at least ten (10) business days before the proposal due date, therefore, no later than 1:00 p.m. ET, Friday, August 14, 2020, by submitting the *RFP Terms and Conditions Exception Tracking Chart*, Appendix F. This will allow for the issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of the vendor's proposal upon which an award could not be made. All unresolved issues should be addressed in the proposal. (An example would be if a minimum requirement asked for a service that is outside of generally accepted industry standards for health data warehouse services.)

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov and in ProposalTech. The State of Delaware or SEBC is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

6. **Questions** – The SEBC anticipates this will be an interactive process and will make every reasonable effort to provide sufficient information for vendor responses. Vendors are invited to ask questions during the proposal process and to seek additional information, if needed. However, do not contact any member of the SEBC about this RFP. Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should only rely on written statements issued via ProposalTech. **All proposing vendors must submit their questions electronically via ProposalTech no later than Friday, August 14, 2020, by 1:00 p.m. ET.** The SBO will put all questions received and the responses into one document and post it on ProposalTech.

7. **Fee Proposal**

At its sole discretion, and as it serves the best interest of the State, the State reserves the right to negotiate for an award for any pricing basis. The State is expecting your bid response to reflect your best offer for health data warehouse services as there is no guarantee that a best and final offer will be requested later in this process.

B. General Terms and Conditions

1. **Intent to Bid** – Your registration in ProposalTech will indicate your Intent to Bid. It is due by Wednesday, August 5, 2020, at 1:00 p.m. ET (local time).
2. **No Bid** – To assist us in obtaining competitive bids and analyzing our procurement processes, if you sign into the Questionnaire within ProposalTech and choose not to bid, we ask that you let us know the reason. We would appreciate your candor. For example: objections to (specific) terms, do not feel you can be competitive, or cannot provide all the services in the Scope of Services. Please submit your decision not to bid along with the rationale via ProposalTech.

3. **Definitions** –

- a. The following terms are used interchangeably throughout this RFP:
 - i. bidder, vendor, contractor, organization, service provider
 - ii. member (of the GHIP), participant (specifically enrolled or participating)
 - iii. SEBC, State of Delaware
 - iv. proposal, bid, vendor’s submission
 - v. non-payroll group, participating group
 - vi. shall, will, and/or must
 - vii. Scope of Services, Scope of Work
 - viii. fees, rates
 - ix. rates, premiums
- b. Customer Service – Services to the members/participants, not the State, SEBC or SBO personnel.
- c. Account Management – Services provided to your client - the State, SEBC and SBO personnel.
- d. Appendix – Form provided in the RFP that needs to be completed by the bidder.
- e. Attachment – Informational document provided in the RFP.
- f. Exhibit – Attachment requested to the vendor’s bid response. Examples would be a copy of the bidder’s business license, a resume, or sample mailings.

4. **Bidder Technology Demonstrations** – The SEBC will require each bidder to demonstrate its data analytics capabilities to the SBO, which will be considered in the finalist determination. Normally the presentation is required in-person in Dover, Delaware (at the expense of the proposing firm); however, it will likely be allowed by webinar. The SBO envisions that this online demonstration would be a comprehensive presentation of your organization’s analytic capabilities. If your organization is deemed a finalist and is invited to interview, then the demonstration of your analytic capabilities at that time would be an overview only.

5. **Consistency of Bid Response with Finalist Interview** – A summary of each vendor finalist’s bid response will be provided to the PRC in advance of the finalist interviews. In the event that you are selected as a finalist, it is imperative that you notify the State via ProposalTech of any material differences between your bid response and your finalist

presentation no later than five (5) business days before the finalist meeting to ensure adequate time to notify the PRC of those changes.

6. **Best and Final Rates or Offer (“BAFO”)** – The State may or may not request improved rates or pricing before the determination of finalists. Therefore, you are encouraged to submit your best pricing initially in your bid response. A BAFO may be requested of finalists.

Contract Term

The term of the contract will be for three (3) years beginning July 1, 2021 and ending June 30, 2024, with the first year running from the contract effective date through June 30, 2022. The State will have the option to renew the contract for two (2) additional one-year periods.

Contract Termination

The term of the contract between the winning organization and the State will be for three (3) years and may be renewed for two (2) additional one (1) year extensions at the discretion of the SEBC. The contract may be terminated for convenience, without penalty, by the State with 150 days written notice. The contract may be terminated for cause by the vendor with 150 days written notice to the State. In the event the winning firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon thirty (30) days written notice.

Performance Guarantees

The State expects exceptional client account management and participant customer service from their vendors and is interested in evaluating financial and non-financial performance guarantees. The State reserves the right to negotiate both financial and non-financial performance guarantees. *If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance.* The Performance Guarantees are part of the Questionnaire available via ProposalTech.

Future Contract Development

It is imperative that the contract drafting and finalization process be timely and accurately reflect the minimum requirements and other applicable contractual terms in the RFP. A fee will be at risk as set forth in the Performance Guarantees if this requirement is not met.

Use of Subcontractors

Subcontractors are subject to all the terms and conditions of the RFP and the companies and their services must be clearly explained in your proposal. A subcontractor is any company that is under direct contract to perform services for the State’s account. Consequently, an example of a business that would provide services on the State’s account, but is not a subcontractor, is the United States Postal Service. The SEBC reserves the right to approve any and all subcontractors.

Required Reporting of Fees and 2nd Tier Spend

Monthly Vendor Usage Report - One of the State's primary goals in administering all its contracts is to keep accurate records regarding actual value/usage. This information is essential in order to update the contents of a contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around the State's ability to convey accurate and realistic information to all interested parties. For benefit programs, only administrative fees that can be identified as separate from any bundled pricing and are not employee-pay-all are reported.

A complete and accurate Usage Report shall be furnished in an Excel format and submitted electronically to the State's central procurement office at the end of each fiscal year stating the monthly administrative fees on this contract. It will be posted on the contract award page of the www.bids.delaware.gov website and therefore administrative fees are not considered confidential and proprietary. *The SBO will submit this report on your behalf.*

2nd Tier Spending Report - In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by subcontractors who are Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to: name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

Accurate 2nd Tier Reports shall be submitted to the Office of Supplier Diversity on the 15th (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date. *You will be asked for this information and the SBO will submit this report on your behalf.* For benefit programs, only 2nd Tier Spend fees that can be identified as separate from any bundled pricing and are not employee-pay-all are reported.

Offshore Vendor Activity

An activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities, including those by a subcontractor, may be performed at satellite facilities such as a foreign office or division. Failure to adhere to this requirement is cause for elimination from future consideration.

Rights of the PRC

- The PRC reserves the right to:
 - Select for contract or negotiations a proposal other than that with lowest costs.
 - Reject any and all proposals received in response to this RFP.
 - Make no award or issue a new RFP.
 - Waive or modify any information, irregularity, or inconsistency in a proposal received.
 - Request modification to proposals from any or all vendors during the review and negotiation.
 - Negotiate any aspect of the proposals with any organization.
 - Negotiate with more than one organization at the same time.
 - Pursuant to 29 Del. C. § 6986, select more than one contractor/vendor to perform the applicable services.
- Right of Negotiation – Discussions and negotiations regarding price, performance guarantees, and other matters may be conducted with organizations(s) who submit proposals determined to be reasonably acceptable of being selected for award, but proposals may be accepted without such discussions. The PRC reserves the right to further clarify and/or negotiate with the proposing organizations following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the PRC and/or the SEBC. *If any portion of a bid response does not receive a clarifying question or any other response from the State, the non-response does not infer acceptance of that portion of the bid response by the State.* The SEBC also reserves the right to move to other proposing firms if negotiations do not lead to a final contract with the initially selected proposing firm. The PRC and/or the SEBC reserves the right to further clarify and/or negotiate with the proposing firm(s) on any matter submitted.
- Right to Consider Historical Information – The PRC and/or the SEBC reserves the right to consider historical information regarding the proposing firm, whether gained from the proposing firm’s proposal, question and answer conferences, references, or any other source during the evaluation process.
- Right to Reject, Cancel and/or Re-Bid – The PRC and/or the SEBC specifically reserve the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or re-bid the services requested. The State makes no commitments, expressed or implied, that this process will result in a business transaction with any vendor.

C. Submission of Proposal

1. General Directions for Electronic Submission –

The RFP process is being conducted electronically using the Proposal Technologies Network, Inc. (ProposalTech) application. The official proposal submission process is via ProposalTech.

For any organization that may be unfamiliar with this Web-based tool, ProposalTech representatives will schedule training sessions at your convenience. In advance of the accessing the electronic Questionnaire on the ProposalTech website, you may view an online training demo of the system and its functionality. This demo takes approximately five minutes and will improve your understanding of the system's functionality. Click on the link below to view the flash demo:

http://www.proposaltech.com/help/docs/response_training_798x599.htm

If you have any questions regarding the registration process or have technical questions specific to ProposalTech, contact ProposalTech Support at (877) 211-8316 x84.

2. To access the electronic Questionnaire, vendors must first take the following actions:

In order to register for the Questionnaire go to

<http://www.proposaltech.com/home/app.php/register>.

Enter your email address into the field provided. No registration code is necessary. Click "Begin Registration." If you already have an account with ProposalTech, it will be listed on the registration page. If you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the State of Delaware RFP for Data Warehouse Services and click the "Register" button. If approved to proceed to the Questionnaire, an invitation will be emailed to you within fifteen minutes. If you have any questions regarding the registration process, contact ProposalTech Support at 877-211-8316 x84.

The primary contact should access the website to initiate review and acceptance of the Questionnaire as noted above. Primary contacts will be responsible for establishing permission to access the Questionnaire for other individuals within their organizations. Multiple users from your organization may access the Questionnaire simultaneously.

Detailed instructions for the completion and submission of your Questionnaire responses will be found in the eRFP. ProposalTech will be available to assist you with technical aspects of utilizing the system.

If you would like to schedule a ProposalTech training session please contact ProposalTech at (877) 211-8316, choose option 4, or send an email to support@proposaltech.com.

3. **Confidential Information, Generally –**

Confidential and proprietary information identified in the attorney's letter and redacted from the vendor's proposal will be treated as confidential during the evaluation process.

4. **Directions for Confidential and Proprietary Submission, if any –**

In order to preserve the confidential and proprietary status of the appropriately designated portion of your bid, your bid must be submitted as follows: Upload one (1) electronic PDF copy that contains a letter from your legal counsel describing the information in the attached documents (applicable question number(s) are to be referenced from the bid response) and representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002. The letter must briefly state the reason(s) that the information meets the said definitions. The single PDF would have the signed letter and each question number of the bid response with that information behind it in the order stated in the letter so that the State can identify the information without having to look through the entire bid response. For large sections or appendices, please upload a sheet that identifies the material, not the multitude of pages. For example, “Appendix C – *Disaster Recovery Plan*”.

5. **Directions for the Redacted Electronic Copy, if applicable –**

- a. Any information you deem confidential and proprietary as identified in the attorney’s letter must be redacted. The State is not responsible for incorrect redactions or reviewing your submission to determine whether or not the information asserted as confidential and proprietary is redacted. Mistakes in redactions are the sole responsibility of the bidder.
- b. Redaction Method - The identification of confidential and proprietary responses has been turned on for this RFP through ProposalTech. If you feel that a response to a question contains proprietary/confidential information, click the “Disclosure” tab located underneath the question and check the box for “Exemption from Disclosure.” Provide a reason for the exemption in the text field provided. If you do not provide a reason for exemption, the question will not be considered answered. DO NOT make every response confidential, but only select those responses that contain information that is proprietarily identifiable for your company. Note that any responses that have been redacted must additionally be reflected via the process outlined in Section II. C.
- c. PDF - A *complete* electronic copy is needed with the redacted materials in a PDF format. We need this separate complete electronic copy to use for FOIA requests. If you would like to download a hard copy of your proposal with confidential responses redacted, you may do so within ProposalTech. If you have any questions regarding this process, please contact ProposalTech Support at 877-211-8316 x84. You must scan all the documents as directed above in the *General Directions for Electronic Copies* above. For large sections or appendices, please upload a sheet that identifies the material, not pages of black redactions. For example, “Appendix C – *Disaster Recovery Plan* – is confidential and proprietary and is not public record as defined by FOIA at 29 Del. C. § 10002(d)”.

6. **Follow-Up Responses and Finalist Presentations**

- a. The same format requirements apply to follow-up responses and presentation materials. **If information in any of the follow-ups and presentation matches the type that was requested for a confidential and proprietary determination, you must upload a redacted electronic version of the document(s).**
- b. Finalist Presentation – You will be asked for a non-redacted electronic copy that includes PDFs of any supplemental materials or handouts to be uploaded via ProposalTech.
- c. If there is a new type of information that was not included in your original bid and you deem it confidential and proprietary, you must include the required attorney’s letter and upload via ProposalTech.

7. **Proposal Submission Date –**

Your complete proposal must be submitted via ProposalTech no later than **1:00 p.m. ET on Friday, August 28, 2020**. Any proposal received after this date and time shall not be considered.

8. **Proposal Opening –** To document compliance with the deadline, the proposals will be date and time stamped upon submission via ProposalTech. Proposals will be opened only in the presence of State of Delaware personnel or their designee. There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals and the list will be posted on www.bids.delaware.gov. Proposals become the property of the State of Delaware at the proposal submission deadline. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.
9. **Officer Certification –** All vendors participating in this RFP will be required to have a company officer attest to compliance with RFP specifications and the accuracy of all responses provided. You will be required to fill out an *Officer Certification Form* and include it in your bid package.
10. **Vendor Errors/Omissions –** The SEBC will not be responsible for errors or omissions made in your proposal. You will be permitted to submit only one proposal. You may not revise submitted proposals or information after the applicable deadline.
11. **Modifications to Submitted Proposal –** Changes, amendments or modifications to proposals shall not be accepted or considered after the time and date specified as the deadline for submission of proposals.
12. **General Modifications to RFP –** The SEBC reserves the right to issue amendments or change the timelines to this RFP. All firms who registered to respond to the Questionnaire will be notified via ProposalTech of any modifications made by the SEBC to this RFP, where applicable. If it becomes necessary to revise any part of the RFP, a notification of addendum will be emailed to all vendors via ProposalTech who

registered to respond and it will also be posted on the State of Delaware's website at www.bids.delaware.gov.

13. **Proposal Clarification** – The SEBC may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications (known as “follow-ups”) will be requested in writing via ProposalTech and the vendor's responses will become part of the proposal.
14. **References** – The SEBC may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, if applicable to the scope of work or services in this RFP, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for the State of Delaware personnel for these visits. Please note that the consulting firm Willis Towers Watson will be contacting references provided by bidders in response to this RFP on the SEBC's behalf.
15. **Time for Acceptance of Proposal** – The bidder agrees to be bound by its proposal for a period of at least 180 days, during which time the State may request clarification or corrections of the proposal for the purpose of the evaluation. The State reserves the right to ask for an extension of time if needed.
16. **Incurred Costs** – This RFP does not commit the SEBC to pay any costs incurred in the preparation of a proposal in response to this request and vendor/bidder agrees that all costs incurred in developing its proposal are the vendor/bidder's responsibility. The State shall bear no responsibility or increased obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
17. **Basis of Cost Proposal** – Your proposal must be based on your estimated cost of all expenses for the services and funding arrangements requested.
18. **Certification of Independent Price Determination** – By submission of a proposal, the proposing firm certifies that the pricing guarantees or fees submitted in response to the RFP have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposing firm or competitor relating to those premium rates or fees, the intention to submit a proposal, or the methods or factors used to calculate the fees or premium rates proposed. You will be required to submit a *Non-Collusion Statement* and include it in your bid package via ProposalTech.
19. **Improper Consideration** – Bidder shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, retirees or agent of the SEBC in an attempt to secure favorable treatment or consideration regarding the award of this proposal.

20. **Representation Regarding Contingent Fees** – If it is your business practice to engage services from any person or agency to secure or execute any of the services outlined in this RFP, any commissions and percentage, contingent, brokerage, service, or finder’s fees must be included in your proposed rates. The SEBC will not pay any separate brokerage fees for securing or executing any of the services outlined in this RFP. **Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service or finders’ fees.**
21. **Confidentiality** – All information you receive pursuant to this RFP is confidential and you may not use it for any other purpose other than preparation of your proposal.
22. **Solicitation of State Employees** – Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State’s employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with the vendor, without prior written approval of the State’s contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor’s proposal.
- This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.
23. **Consultants and Legal Counsel** – The SEBC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors’ responses. Bidders shall not contact the consultant or legal counsel on any matter related to this RFP unless written permission and direction is provided.
24. **Contact with State Employees** – Unless expressly requested to contact another State employee or the SBO’s consulting firm, direct contact with State of Delaware employees regarding this RFP other than the designated contact, Ms. Laurene Ehemann, is expressly prohibited without prior consent. Ms. Ehemann’s contact information is 302-760-7060 and via email at laurene.ehemann@delaware.gov. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with the State who require contact in the normal course of doing that business.
25. **Organizations Ineligible to Bid** – Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.
26. **Exclusions** – The PRC reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
 - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - iii. Has violated ethical standards set out in law or regulation; and
 - iv. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

III. Proposal Objectives and Scope of Services

Bidding organizations must have prior experience directly related to the services requested in this RFP. The selected data warehouse vendor will be required to provide the following Scope of Services, at a minimum⁵:

1. Possess extensive experience and qualifications to provide the requested Scope of Services:

- a) Have at least five (5) years' experience as an organization administering the requested scope of services with clients of similar size and complexity.
- b) Experience and expertise in the management of all program data types required by the State (eligibility, medical, health management, prescription drug).
- c) Have outstanding references from both current and terminated customers of comparable size and complexity to the State.

2. Offer a state-of-the-art, end-to-end data warehousing and analytics solution with the following core functions, at minimum:

- a) Interfaces with the State's vendor partners to obtain raw data and troubleshoot any issues with the data files.
- b) Operationally manages the data through thorough quality measures and uploads that data into a robust and easy-to-use tool set for use by the State and/or its designee (e.g., the SEBC's health care consultant); "easy-to-use" tool set is defined as that one that:
 - i. Possesses the ability to produce reports and dashboard views of key metrics (such as the reports noted in 6.a) below) that can be customized based upon the State's needs;
 - ii. Possesses the analytical capabilities to support overall financial management of the GHIP, for both the State and its health plan participants; and
 - iii. Helps the State promote health care consumerism among its health plan participants, either directly via a decision support tool or indirectly via a data extract file to a third-party providing such a tool.
- c) Accepts participant enrollment and claim data on a monthly basis in the format established by the State's medical benefit partners (currently Highmark Delaware and Aetna) and prescription drug benefit partner (currently Express Scripts). The data warehouse vendor's requirements for the file format of claims and enrollment data may need to be modified for the capabilities of the medical and prescription TPAs.
- d) Possesses robust analytic tools and capabilities for reviewing the following:

⁵ This list is meant to be comprehensive, but the detailed requirements are set forth in the Minimum Requirements and Questionnaire sections of this RFP that are available online via ProposalTech.

- i. Possible effects of plan design and program changes in medical and prescription drug benefits;
 - ii. Strategies for managing trend;
 - iii. Savings opportunities for the GHIP and plan participants;
 - iv. Opportunities for improved claims and/or financial management of the GHIP; and
 - v. Proposed changes in federal and state statutes.
- e) Possesses the ability to benchmark GHIP plan experience against a variety of state, national and book-of-business metrics such as cost, risk, disease prevalence, preventive care, and quality/safety (i.e., NCQA, CMS, Leapfrog Group).

3. Be willing to support the health care consumerism initiatives of the State, either by:

- a) Maintaining an online decision support tool to supply GHIP participants with information that will aid in medical plan selection during Open Enrollment.
- b) Providing a claim data extract file to a third party of the State's choosing that would provide an online decision support tool, in the event that the selected bidder does not maintain its own decision support tool.

4. Provide excellent account management services to the State:

- a) Designated account manager will be accessible and responsive to requests from the SEBC and SBO.
- b) Account manager will be a senior level resource with at least five (5) years' experience providing account management services for health data warehouse customers, of which three (3) years' experience must have been in providing these services to clients of similar size and complexity.
- c) Account manager will complete projects within required timeframes, possess problem solving expertise and proactively suggest data analytics that would support the ongoing benefit strategies of the SEBC and SBO, including new products and services available to the State through the data warehouse vendor's organization.
- d) Account manager will provide and maintain a schedule of deliverables for each component of the State's data warehouse services.
- e) Account manager will coordinate with the dedicated analytic resource to ensure that all reporting deliverables, other activities and commitments are provided to the SEBC or SBO within the agreed upon expectations.
- f) Account manager will coordinate and take the lead on monthly status calls with the SBO and will attend monthly SEBC meetings.

- g) Account manager will coordinate and lead quarterly Strategic Planning meetings (2 onsite, 2 by conference call) with the SBO to review the State's recent healthcare experience and business climate, discuss industry trends and opportunities, and refine the analytic agenda.
- h) Account manager will coordinate and lead one half-day Information Strategy session with the SBO/SEBC key stakeholders and data warehouse vendor's account team leaders to develop an analytic agenda for information and support that identifies opportunities for improving the SEBC's healthcare program performance.

5. Provide a dedicated analytic resource⁶ that will:

- a) Consist of one full-time equivalent (FTE) dedicated to the State
- b) Maintain a permanent work location that is either onsite at the Statewide Benefits Office or within driving distance of the SBO for frequent onsite meetings (e.g., several times per month)
- c) Perform the following activities:
 - i. Serve as technical expert in the area of health care cost containment utilizing data from data warehouse, vendors and other market data.
 - ii. Manage, direct and/or perform specialized studies which result in alternative health care delivery systems and methodologies to present to the SBO and SEBC.
 - vi. Provide technical expertise to the SBO in the areas of policy development, research and evaluation, reimbursement methodologies and health care cost containment initiatives.
 - vii. Collect and analyze varied and complex data used in support of report, project and funding development purposes.
 - viii. Prepare reports to outline activities on cost containment within the State Group Health Plan.

⁶ It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of the State and shall furnish such services in its own manner and method except as required by this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save the State harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor shall maintain insurance that will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract.

Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the State, and that they shall not be entitled to any of the benefits or rights afforded employees of the State, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The State will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of the State or any of its officers, employees or other agents.

- ix. Provide leadership for Group Health Plan informatics and analytics administration.
- x. Maintain a close connection to the vendor's account manager to discuss recent database activity, changes and/or enhancements to the database, quality and/or issues related to incoming data from medical and prescription vendors and provide subsequent updates and overviews to the SBO Deputy Director and HR Manager including overview of updates to service workbook. Questions related to data quality, creating and running reports, services and enhancements, etc. should be addressed with the account manager.
- xi. Provide quarterly key trends, dashboards and other reporting updates to Deputy Director and HR Manager within two weeks of availability of reports/release of database updates. Maintain reporting on SBO shared network drive.
- xii. Ensure that SBO is achieving acceptable levels of accuracy from the data warehouse vendor.
- xiii. Utilize the data warehouse to extract information on members regarding health status and chronic conditions, perform analysis of data and present results of analysis to the SBO Deputy Director and HR Manager.
- xiv. Conduct analysis of data and reporting across various State Group Health Plan benefit programs, including but not limited to health management, medical, prescription and disability for the purposes of financial management and improving operations efficiency, participant engagement, quality of care and clinical outcomes.
- xv. Work with SBO management as necessary to provide clinical and financial information and data as it relates to the impacts of state or federal legislation on the State Group Health Plan.
- xvi. Using the data warehouse and other data provided by vendors of the State Group Health Plan to:
 - a) Analyze the distribution of disease and health outcomes by participant sub-groups, third party administrator/vendors, provider groups or other relevant populations of interest within the State Group Health Plan.
 - b) Apply clinical analytics to various contexts including but not limited to chronic disease, patient utilization, population health or public health.
 - c) Explore techniques to integrate clinical and financial data to assess or compare the cost effectiveness or health improvement of clinical interventions or pilots conducted within the benefit programs administered through the State Group Health Plan.
- xvii. Work closely with the GHIP actuaries and consultants in the development of trend and cost projections, premium rate development and plan design modeling.

6. Provide meaningful and timely management reporting:

- a) Be able to replicate key reports and dashboards required by the State, including the following:
 - i. [Incurred claims report](#)
 - ii. [Site of service steerage report](#)
 - iii. [High cost claimants report](#)
 - iv. Agency / school district dashboards
- b) Be able to create other ad hoc reports as requested by the State.

7. Provide competitive financial terms for the requested scope of services:

- a) Competitive fee proposal compared to competitors.
- b) Willingness to guarantee performance of the requested scope of services (both financial and non-financial performance guarantees).
- c) Willingness to offer credits to offset the costs associated with implementation (if applicable).
- d) Any requirement for payment of any start-up costs from the State prior to the effective date of the contract is waived by the data warehouse vendor.

8. Provide superior program implementation support (if not the incumbent, or for implementation of any new data elements into the data warehouse):

- a) Assuming a contract award no later than January 15, 2021, data warehouse vendor is able to successfully implement the health data warehouse for a July 1, 2021, effective date.
- b) Implementation manager will have successfully managed at least five (5) prior implementations which included services that are similar to the requested scope of services for the State.
- c) Data warehouse vendor will lead the implementation process taking direction from the State.
- d) Data warehouse vendor will conduct a pre-implementation testing process to ensure accuracy of the data stored in the health data warehouse prior to the effective date; results of this testing will be shared with the State.

9. Able to maintain data security:

- a) Computer, network, and information security is of paramount concern for the State and the Department of Technology and Information. Standard controls for data security are required. All the terms apply in *Delaware Data Usage Terms and Conditions Agreement* and *Delaware Cloud Services Terms and Conditions*, because the data is non-public data. The State acknowledges that the 90-day data destruction requirement does not apply to the

services in this RFP. If awarded the contract, your organization must sign the documents as required by the Department of Technology and Information (DTI) and they will be an appendix to the contract. See page 30.

- b) The ownership of the data remains with the State and indemnification for the State for data breaches is required.
- c) A SOC-1 report and Business Associate Agreement are also required.

10. Willingness to agree to State requirements for contracting, including but not limited to:

- a) Data warehouse vendor must act as an independent contractor and indemnify the State.

Delaware Data Usage Terms and Conditions Agreement

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU1	√	√	Data Ownership	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER ⁷ shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.
DU2	√	√	Data Usage	<p>PROVIDER will protect against any inappropriate use of State of Delaware information at all times. To this end, PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. PROVIDER may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's <i>Terms & Conditions Governing Cloud Services</i> policy⁸), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information.</p> <p>Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p>

⁷ Provider is the contractor, company or vendor as defined in the contract.

⁸ This includes Personal Health Information (PHI): <https://webfiles.dti.gov/pdfs/pp/dataclassificationguideline.pdf>

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU3	√	√	Termination and Suspension of Service	<p>In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware data.</p> <p><i>Suspension of services:</i> During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data.</p> <p><i>Termination of any services or agreement in entirety:</i> In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein.</p> <p>Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement⁹.</p>
DU4		√	Data Disposition	<p>At the end of this engagement, PROVIDER will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER.</p> <p>When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology approved methods. The PROVIDER shall provide written certificates of destruction to the State of Delaware.¹⁰</p>

⁹ A Service Level Agreement is defined as a contract.

¹⁰ A certificate form can be provided.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU5		√	Data Location¹¹	The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.
DU6		√	Breach Notification and Recovery	The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see CS 3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy ¹²) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years ¹³ , mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.

¹¹ If a call center or claims processing office, for example, is located offshore, the transmission of data via secured means that is approved by the State is acceptable. The policy can be found at: <https://webfiles.dti.gov/pdfs/pp/offshoreITstaffingpolicy.pdf>

¹² This includes Personal Health Information (PHI): <https://webfiles.dti.gov/pdfs/pp/dataclassificationguideline.pdf>

¹³ **A minimum of three years is non-negotiable.**

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU7		√	Data Encryption	The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. ¹⁴ For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this nonpublic data at rest. The PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy. ¹⁵

Delaware Cloud Services Terms and Conditions

	Public Data	Non Public Data		Cloud Services (CS) Terms
				PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
CS1-A		✓		Security Standard Compliance Certifications: The PROVIDER ¹⁶ shall meet, and provide proof of, one or more of the following Security Certifications. <ul style="list-style-type: none"> • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or above) • FedRAMP - Federal Risk and Authorization Management Program

¹⁴ For the requirements for secure email transmission, please see <http://dti.delaware.gov/pdfs/pp/SecureEmail.pdf>. It is the State's preference that confidential data will not be accessed on mobile devices. If so, for the requirements please see <http://dti.delaware.gov/pdfs/pp/MobileDeviceEncryptionStandard.pdf>.

¹⁵ See the policy at: <https://webfiles.dti.delaware.gov/pdfs/pp/Terms%20and%20Conditions%20Governing%20Cloud%20Services%20Policy.pdf>
Records are defined as the number of covered members.

¹⁶ Provider is the contractor, company or vendor as defined in the contract.

	Public Data	Non Public Data	Cloud Services (CS) Terms
			<p>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4.</p> <p>Clause CS2 is mandatory for all engagements involving non-public data.</p> <p>Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</p>
CS1-B		✓	<p>Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.</p>
CS1-C		✓	<p>Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.</p>
CS2		✓	<p>Breach Notification and Recovery: The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (<i>see</i> CS 3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy¹⁷) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years¹⁸, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.</p>
CS3		✓	<p>Data Encryption: The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism.¹⁹ For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology</p>

¹⁷ This includes Personal Health Information (PHI): <https://webfiles.dti.gov/pdfs/pp/dataclassificationguideline.pdf>

¹⁸ **A minimum of three years is non-negotiable.**

¹⁹ For the requirements for secure email transmission, please see <http://dti.delaware.gov/pdfs/pp/SecureEmail.pdf>. It is the State's preference that confidential data will not be accessed on mobile devices. If so, for the requirements please see <http://dti.delaware.gov/pdfs/pp/MobileDeviceEncryptionStandard.pdf>.

	Public Data	Non Public Data	Cloud Services (CS) Terms
			<p>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4.</p> <p>Clause CS2 is mandatory for all engagements involving non-public data.</p> <p>Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</p>
			<p>in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware’s standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.²⁰</p>
CS4	✓	✓	<p>Notification of Legal Requests: The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.²¹</p>

²⁰ See the policy at:
<https://webfiles.dti.delaware.gov/pdfs/pp/Terms%20and%20Conditions%20Governing%20Cloud%20Services%20Policy.pdf>
Records are defined as the number of covered members.

²¹ This includes Freedom of Information Act (FOIA) requests.